

<i>SERFF Tracking Number:</i>	<i>LBRM-125962758</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>America First Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-03320</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
<i>Product Name:</i>	<i>BOP EPL 04-01-2009nb 06-01-2009rb</i>		
<i>Project Name/Number:</i>	<i>BOP EPL 04-01-2009nb 06-01-2009rb/</i>		

Filing at a Glance

Companies: America First Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The Netherlands Insurance Company

Product Name: BOP EPL 04-01-2009nb 06-01- SERFF Tr Num: LBRM-125962758 State: Arkansas
2009rb

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners Co Tr Num: 2008-03320 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Llyweyia Rawlins, Brittany Yielding

Author: Scott Edwards Disposition Date: 12/30/2008

Date Submitted: 12/23/2008 Disposition Status: Approved

Effective Date Requested (New): 04/01/2009 Effective Date (New): 04/01/2009

Effective Date Requested (Renewal): 06/01/2009 Effective Date (Renewal): 06/01/2009

State Filing Description:

General Information

Project Name: BOP EPL 04-01-2009nb 06-01-2009rb

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 12/30/2008

State Status Changed: 12/29/2008

Corresponding Filing Tracking Number:

Filing Description:

Effective April 1, 2009 for new business and June 1, 2009 for renewal business we wish to file our independent Employment Practices Liability Coverage Form and endorsements to be used with our COMMERCIAL PROTECTOR Program. Please refer to the enclosed Explanatory Memorandum for

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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further explanation of this form and the corresponding state endorsements.

Also enclosed please find a copy of the form and endorsements we are submitting, and the required filing forms. Our \$50 filing fee will be sent via EFT.

Company and Contact

Filing Contact Information

Scott Edwards,	scottm.edwards@LibertyMutual.com
62 Maple Ave.	(800) 826-6189 [Phone]
Keene, NH 03431	(603) 352-9252[FAX]

Filing Company Information

America First Insurance Company	CoCode: 12696	State of Domicile: New Hampshire
62 Maple Ave.	Group Code: 111	Company Type: P & C
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 58-0953149	

Peerless Indemnity Insurance Company	CoCode: 18333	State of Domicile: Illinois
62 Maple Ave.	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 13-2919779	

Peerless Insurance Company	CoCode: 24198	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0177030	

The Netherlands Insurance Company	CoCode: 24171	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0342937	

SERFF Tracking Number: LBRM-125962758 State: Arkansas

First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 2008-03320

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: BOP EPL 04-01-2009nb 06-01-2009rb

Project Name/Number: BOP EPL 04-01-2009nb 06-01-2009rb/

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50 PER FILING = \$50

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
America First Insurance Company	\$50.00	12/23/2008	24691694
Peerless Indemnity Insurance Company	\$0.00	12/23/2008	
Peerless Insurance Company	\$0.00	12/23/2008	
The Netherlands Insurance Company	\$0.00	12/23/2008	

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Company Tracking Number:	2008-03320		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0002 Businessowners
	Liability		
Product Name:	BOP EPL 04-01-2009nb 06-01-2009rb		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/30/2008	12/30/2008

<i>SERFF Tracking Number:</i>	<i>LBRM-125962758</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>BOP EPL 04-01-2009nb 06-01-2009rb</i>		
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Disposition

Disposition Date: 12/30/2008
Effective Date (New): 04/01/2009
Effective Date (Renewal): 06/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 2008-03320

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: BOP EPL 04-01-2009nb 06-01-2009rb

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter and Memo	Approved	Yes
Form	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS	Approved	Yes
Form	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT (WITH SUPPLEMENTAL AGGREGATE LIMIT)	Approved	Yes
Form	ARKANSAS CHANGES – LOSS INFORMATION	Approved	Yes
Form	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	Approved	Yes
Form	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	Approved	Yes
Form	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	Approved	Yes
Form	EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM	Approved	Yes
Form	ARKANSAS CHANGES	Approved	Yes
Form	COMMERCIAL PROTECTOR SUPPLEMENTAL DECLARATIONS	Approved	Yes

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Project Name/Number: BOP EPL 04-01-2009nb 06-01-2009rb/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS	17-169	12/97	Endorsement/Amendment/Conditions	New		17-169_12_97.pdf
Approved	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT (WITH SUPPLEMENTAL AGGREGATE LIMIT)	17-324	12/00	Endorsement/Amendment/Conditions	New		17-324_12_00.pdf
Approved	ARKANSAS CHANGES – LOSS INFORMATION	17-342	03/03	Endorsement/Amendment/Conditions	New		17-342_0303.pdf
Approved	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	17-357	01/08	Endorsement/Amendment/Conditions	New		17-357_0108.pdf
Approved	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	17-360	01/08	Endorsement/Amendment/Conditions	New		17-360_0108.pdf
Approved	EXCLUSION OF PUNITIVE DAMAGES	17-363AR	01/08	Endorsement/Amendment/Conditions	New		17-363AR_0108.pdf

SERFF Tracking Number: LBRM-125962758 State: Arkansas

First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 2008-03320

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: BOP EPL 04-01-2009nb 06-01-2009rb

Project Name/Number: BOP EPL 04-01-2009nb 06-01-2009rb/

RELATED TO A
CERTIFIED ACT
OF TERRORISM

Approved	EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM	17-404	01/07	Policy/Coverage New Form	17-404_01_07.pdf
Approved	ARKANSAS CHANGES	17-470	05/08	Endorsement/Amendment/Conditions	17-470_0508.pdf
Approved	COMMERCIAL PROTECTOR SUPPLEMENTAL DECLARATIONS	44-210	01/06	Declaration News/Schedule	44-210_0106.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
(Condominium Associations and Homeowners Associations)
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART

The following exclusion is added to **Section I.C. Exclusions:**

This insurance does not apply to "loss" arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) Computer hardware, including microprocessors;

(b) Computer application software;

(c) Computer operating systems and related software;

(d) Computer networks;

(e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in **paragraph a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in **paragraph a.(1)** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT (WITH SUPPLEMENTAL AGGREGATE LIMIT)

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

SCHEDULE

Duration: _____ **Months**

Premium \$ _____

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

- A.** A Supplemental Extended Reporting Period endorsement is provided as described in **SECTION VII – EXTENDED REPORTING PERIODS** for the duration shown in the Schedule.
- B.** A Supplemental Aggregate Limit applies, as set forth in paragraph **C.** below, to “claims” first made and reported to us during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the “policy period”.
- C.** The following is added to paragraph **B.** of **SECTION III - LIMITS OF INSURANCE**:

However, the Aggregate Limit does not apply to “claims” first made and reported to us during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit is the most we will pay for all “damages” and “defense expense” arising out of any actual or alleged “employment practices” to which this insurance applies for which a “claim” is first made and reported to us during the Supplemental Extended Reporting Period in accordance with paragraph **I.A.2.**

- D.** Condition **D. Other Insurance** under **SECTION VI – CONDITIONS** is replaced by the following:

D. Other Insurance

If other valid and collectible insurance is available to the insured for “damages” or “defense expense” we cover under this Coverage Part, our obligations are limited as follows:

- 1.** As this insurance is primary insurance, other than when **2.** below applies, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **3.** below.
- 2.** Insurance provided under any Supplemental Extended Reporting Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.
- 3.** If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits.

Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- E.** This endorsement will not take effect unless the additional premium for it, as set forth in **SECTION VII – EXTENDED REPORTING PERIODS**, is paid when due. If that premium is paid when due, this endorsement may not be cancelled.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – LOSS INFORMATION

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
(Condominium Associations and Homeowners Association)
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT RELATED PRACTICE LIABILITY COVERAGE PART
LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS
SCHOOL LEADER ERRORS AND OMISSIONS LIABILITY COVERAGE PART
LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE PART

A. If your policy contains one or more of the following Coverage Forms:

DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM (Condominium Associations and Homeowners Association)
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

The following is added to **SECTION IV – CONDITIONS**:

Your Right To Claim And Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a.** A list or other record of each “wrongful act” not previously reported to any other insurer, of which we were notified in accordance with paragraph **B.1.** of the Duties in the Event of a Wrongful Act, Claim or Suit Condition (Section **IV**). We will include the date and brief description of the “wrongful act” if that information was in the notice we received. We will also include any estimated reserves on reported “wrongful acts”.
- b.** A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.
- c.** A description of closed claims and/or open claims including the date and description of the “wrongful act”, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile claim and “wrongful act” information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

B. If your policy contains the SCHOOL LEADER ERRORS AND OMISSIONS LIABILITY COVERAGE FORM, the following is added to **SECTION IV – SCHOOL LEADERS ERRORS AND OMISSIONS LIABILITY CONDITIONS**:

Your Right To Claim And Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each “wrongful act” not previously reported to any other insurer, of which we were notified in accordance with paragraph **B.1.** of the Duties in the Event of a Wrongful Act, Claim or Suit Condition (Section **IV**). We will include the date and brief description of the “wrongful act” if that information was in the notice we received. We will also include any estimated reserves on reported “wrongful acts”.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.
- c. A description of closed “claims” and/or open “claims” including the date and description of the “wrongful act”, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile “claim” and “wrongful act” information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

- C.** If your policy contains the LAW ENFORCEMENT PROFESSIONAL LIABILITY COVERAGE FORM, the following is added to **SECTION IV – LAW ENFORCEMENT PROFESSIONAL LIABILITY CONDITIONS**:

Your Right To Claim And Law Enforcement Wrongful Act Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each “law enforcement wrongful act” not previously reported to any other insurer, of which we were notified in accordance with paragraph **B.1.** of the Duties in the Event of a Wrongful Act, Claim or Suit Condition (Section **IV**). We will include the date and brief description of the “law enforcement wrongful act” if that information was in the notice we received. We will also include any estimated reserves on reported “law enforcement wrongful acts”.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.
- c. A description of closed “claims” and/or open “claims” including the date and description of the “law enforcement wrongful act”, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile "claim" and "law enforcement wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

- D.** If your policy contains the LIMITED POLLUTION LIABILITY COVERAGE FORM – DESIGNATED STORAGE TANKS the following Condition is added to **SECTION IV – CONDITIONS**:

Your Right to Claim and Storage Tank Incident Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a.** A list or other record of each "storage tank incident" not previously reported to any other insurer, of which we were notified in accordance with paragraph **B.1.** of the Duties In The Event Of A Storage Tank Incident Condition (Section **IV**). We will include the date and brief description of the "storage tank incident" if that information was in the notice we received. We will also include any estimated reserves on reported "storage tank incident".
- b.** A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.
- c.** A description of closed claims and/or open claims including the date and description of the "storage tank incident", amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile claim and "storage tank incident" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

- E.** If your policy contains the EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM the following Condition is added to **SECTION VI – CONDITIONS**:

Your Right To Claim And Employment Practices Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a.** A list or other record of each "employment practice" not previously reported to any other insurer, of which we were notified in accordance with paragraph **B.1.** of the Duties in Event of Employment Practices or Claims

(Section **VI**). We will include the date and brief description of the “employment practice” if that information was in the notice we received. We will also include any estimated reserves on reported “employment practices”.

- b.** A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.
- c.** A description of closed “claims” and/or open “claims” including the date and description of the “employment practice”, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile “claim” and “employment practice” information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to a pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYERS STOP GAP LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”.

B. The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to “bodily injury”, “property damage” or “personal injury” as may be defined in any applicable Coverage Part.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a “certified act of terrorism” that are awarded as “punitive damages”.

B. The following definitions are added:

1. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. “Punitive damages” means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS MADE AND REPORTED COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE.

PLEASE READ THE ENTIRE FORM CAREFULLY.

THERE IS A SEPARATE COINSURANCE PROVISION APPLICABLE TO ALL PAYMENTS FOR "DAMAGES".

PLEASE READ THIS POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

Throughout this form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

All words and phrases that appear in quotation marks have special meaning. Refer to SECTION VIII – DEFINITIONS.

SECTION I - COVERAGE

A. INSURING AGREEMENT

1. We will pay on behalf of the insured for "damages" in excess of the Deductible arising out of any "employment practices" to which this insurance applies. We have no obligation under this insurance to make payments or perform acts or services except as provided for in this paragraph and in Item B. below.
2. This insurance applies to such "damages" only if:
 - a. The "damages" result from "claims" made by "employees", "leased workers", "temporary workers", former "employees" or applicants for employment by you;
 - b. The "employment practices" take place in the "coverage territory";
 - c. Such "employment practices" occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period"; and
 - d. A "claim" is both:
 - (1) First made against any insured, in accordance with paragraph 3. below, during the "policy period" or any Extended Reporting Period we provide under **SECTION VII -EXTENDED REPORTING PERIODS**; and
 - (2) Reported to us either:
 - (a) During the "policy period" or within thirty (30) days thereafter; or
 - (b) With respect to any "claim" first made during any Extended Reporting Period we provide under **SECTION VII -EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.
3. A "claim" will be deemed to have been made at the earlier of the following times:
 - a. When notice of such "claim" is received and recorded by you or by us, whichever comes first; or

- (2) You may ask us to consider the approval of a defense attorney of your choice who is not on our panel.

We will use the panel attorney you selected in (1) above, or consider your request in (2) above, when we deem it appropriate to engage counsel for such "claim".

- b. If by mutual agreement or court order the insured assumes control of such defense before the applicable Limit of Insurance is used up, we will reimburse the insured for reasonable "defense expense", subject to item c. immediately below. You and any involved insured must continue to comply with **SECTION VI – CONDITIONS, B. Duties In Event Of "Employment Practices" And "Claims"**. Additionally, you or such insured must direct defense counsel to:

- (1) Furnish us with additional information we request to evaluate the "employment practices" or "claims"; and

- (2) Cooperate with any counsel we may select to monitor or associate in the defense of the "employment practices" or "claim".

- c. If we defend the insured under a reservation of rights, counsel will be required to maintain records pertinent to the insured's "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you or any insured may be solely responsible, including defense of an allegation not covered by this insurance.

- d. We will notify you in writing when the applicable limit of insurance has actually been used up by the payment of judgment, settlements or "defense expense". We will also initiate and cooperate in the transfer of defense of any "claim" to an appropriate insured for which the duty to defend has ended by reason of **SECTION B.2.** above.

In any case, however, we only pay amounts in excess of the Deductible and such payments will reduce the Limit of Insurance available, as provided under **SECTION III - LIMITS OF INSURANCE.**

C. EXCLUSIONS

This insurance does not apply to "claims" arising directly or indirectly from any:

1. Prior "Employment Practices", Facts Or Circumstances

- a. "Employment practices" which were the subject of any demand, suit or other proceeding which was initiated against any insured; or
- b. Facts, incidents and circumstances which would cause a reasonable person to believe a "claim" would be made and which were known to any insured,

prior to the effective date of the earlier of:

- (a) The first Employment Practices Liability Coverage Part that we issued to you of which this policy was an uninterrupted renewal of this type of coverage, or
- (b) This Employment Practices Liability Coverage Part.

2. Contractual Liability

- a. Breach of any express contract of employment or any express obligation to make payments in the event of termination of employment; or

- b. Obligation to pay "damages" by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

3. Statutory Obligations

Of the following laws:

- a. Any workers compensation, disability benefits or unemployment compensation law, or any similar law, provided however, this exclusion shall not apply to any "claim" based upon, arising from, or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law; or
- b. The Fair Labor Standards Act, or any state or common law wage or hour law, including, but not limited to laws governing minimum wages, hours worked, overtime compensation, and including any recordkeeping and reporting related thereto. This exclusion includes actions or claims brought by or on behalf of individuals or agencies seeking wages, fines, penalties, taxes, disgorgement, or other affirmative relief or compensation, but does not include claims based on the Equal Pay Act, or retaliation; or
- c. The National Labor Relations Act of 1938, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991988), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act.

This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any "damages" awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee".

4. Employees' Retirement Income Security Act And Administration Of Employee Benefit Plans

- a. Responsibilities, obligations or duties imposed under the Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability and any other liability under any such laws.
- b. Administration of employee benefits plans whether or not liability arises out of E.R.I.S.A.

5. Publication Of Material With Knowledge Of Falsity Or Prior To Retroactive Date

Oral or written publication of material, if such material:

- a. Was published by or at the direction of the insured with knowledge of the material's falsity; or
- b. Was first published before the Retroactive Date, if any, shown in the Declarations.

6. Dishonest, Criminal Or Fraudulent Acts, Or Failure To Comply With Law

- a. Dishonest, criminal or fraudulent acts of the insured; or
- b. The willful failure by the insured or with the insured's consent to comply with any law or any governmental or administrative order or regulation relating to "employment practices". Willful, as used in this exclusion, means acting with intentional or reckless disregard for such employment related laws, orders or regulations.

The enforcement of this exclusion against any insured under this policy shall not be imputed to any other insured.

7. Bodily Injury

"Bodily injury".

8. Bankruptcy Or Acquisition By Another Entity

"Employment practices" which occur when or after:

- a. You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or
- b. Any other business entity acquires an ownership interest in you which is greater than fifty percent.

9. Americans With Disabilities Act - Costs Of Accommodations

Costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.

10. Strikes, Lockouts And Other Similar Actions

Lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations.

11. War

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION II - WHO IS AN INSURED

A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your current or former members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your current or former members are also insureds, but only with respect to the conduct of your business. Your current or former managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your current or former directors are insureds, but only with respect to their duties as your directors.

B. Each of the following is also an insured:

1. Your current or former "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- C. Any heirs, executors, administrators, assignees or legal representatives of any individual insured described in provisions 1. and 2. of paragraphs A. and B. above, in the event of the death, bankruptcy or incapacity of such insured, shall be insureds, but only to the extent this insurance would have been available to such insured but for their death, bankruptcy or incapacity.
- D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 1. You must provide us notice of such acquisition or formation within 30 days of the effective date of your acquisition or formation;
 2. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
 3. Coverage does not apply to any "employment practices" that occurred before you acquired or formed the organization; and
 4. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

This part **D.** does not apply to any organization after it is shown in the Declarations or added to this policy by endorsement.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations for this Coverage Part and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. "Claims" made; or
 3. Persons or organizations making "claims".
- B. The amount of insurance stated as Aggregate Limit is the most we will pay for the sum of :
 1. All "damages" for all "claims" arising out of any actual or alleged "employment practices" covered by this insurance; and
 2. All "defense expense" for all "claims" seeking "damages" payable under paragraph **B.1.** above.

Each payment we make for such "damages" or "defense expenses" reduces the Aggregate Limit by the amount of the payment. This reduced limit will then be the amount of insurance available for further "damages" and "defense expenses" under this Coverage Part.

- C. Subject to **B.** above, the amount of insurance stated as the Each "Claim" Limit is the most we will pay in excess of the Deductible as further described in **SECTION IV - DEDUCTIBLE** for the sum of :
 1. All "damages" for injury arising from "employment practices" covered by this insurance arising out of one "claim" whether such "claim" is brought by one or more claimants; and

2. All "defense expense" associated with that specific "claim" in item **C.1.** immediately preceding.
- D. In addition to the payments for "damages" and "defense expense" in paragraphs **B.** and **C.** above, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of paragraphs **B.** and **C.** above.

These Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period", unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - DEDUCTIBLE

- A. A deductible applies to all "damages" for injury arising from "employment practices" and any "defense expense" however caused.
- B. Our obligation under this Employment Practices Liability Insurance to pay "damages" and "defense expense" on behalf of any insured applies only to the sum of the amount of "damages" and "defense expense" for each "claim" which are in excess of the deductible amount stated in Declarations.
- C. Your obligation is to pay that deductible which is applicable to each "claim" made against this insurance. That deductible applies to the sum of all "damages" because of injury arising from "employment practices" paid for each "claim" and applicable "defense expense" associated therewith. If there should be no "damages" paid for a "claim", you are still obligated to pay the applicable deductible for any "defense expense" incurred by us in connection with that "claim".
- D. The terms of this insurance apply irrespective of the application of the deductible, including those with respect to:
 1. Our right and duty to defend any "claims" seeking those "damages"; and
 2. Your duties in the event of a "claim".
- E. We may pay any part or all of the deductible to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as we may have paid for "damages" or "defense expense".
- F. The application of the deductible does not erode the Limits of Insurance provided.

SECTION V - COINSURANCE FOR PAYMENT OF "DAMAGES"

- A. With respect to any "claim" for which we pay "damages" under this insurance, you will be responsible for your share of such "damages", in excess of the applicable deductible, at the percentage shown in the Declarations as coinsurance participation. We will be responsible for the remaining percentage of "damages" payable under this Coverage Part subject to the applicable Limits of Insurance.
- B. Your coinsurance participation is limited as shown in the declarations to a maximum amount per "claim".
- C. Subject to the provisions of this section we may make payments for "damages" and then request you to pay us your percentage share. You agree to reimburse us for your share. By making such payments for "damages", we do not waive our right to recover your share of such payment(s).
- D. The application of this coinsurance provision does not erode the Limits of Insurance provided.

SECTION VI – CONDITIONS

We have no duty to provide insurance under this Coverage Part unless you and any involved insured have fully complied with Conditions contained in this Coverage Part.

A. Bankruptcy

Subject to exclusion **8.**, the bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

B. Duties in Event of "Employment Practices" or "Claims"

1. You must see to it that we are notified as soon as practicable of any specific "employment practices" which you believe may result in an actual "claim". Your belief must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's representative, or as the result of specifically identifiable injury sustained by a potential claimant. To the extent possible, notice should include:

- a. How, when and where such "employment practices" took place;
- b. The names and addresses of any potential claimants and witnesses; and
- c. The nature of any injury arising out of such "employment practices".

Notice of such "employment practices" is not notice of a "claim", but preserves any insured's rights to future coverage for subsequent "claims" arising out of such "employment practices" as described in the Basic Extended Reporting Period of **SECTION VII - EXTENDED REPORTING PERIODS**.

2. If a "claim" is received by any insured:

- a. You must immediately record the specifics of the "claim" and the date received;
- b. You and any other involved insured must see to it that we receive written notice of the "claim", as soon as practicable, but in any event we must receive notice either:

- (1) During the "policy period" or within thirty (30) days thereafter; or
- (2) With respect to any "claim" first made during any Extended Reporting Period we provide under **SECTION VII -EXTENDED REPORTING PERIODS**, during such Extended Reporting Period,

as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in item **1.** immediately preceding; and

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the "claim"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

3. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

C. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "claim" seeking "damages" from any insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

D. Other Insurance

If other valid and collectible insurance is available to the insured for "damages" or "defense expense" we cover under this Coverage Part, our obligations are limited as follows:

1. As this insurance is primary insurance, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **2.** below.
2. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

E. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. Premium shown in this Coverage Part as advance premium is deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the "policy period" is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

F. Representations

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

G. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom "claim" is made.

H. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will sue those responsible or transfer those rights to us and help us enforce them.

I. Payment of Deductibles and Coinsurance Amounts

The first Named Insured shown in the Declarations is responsible for the payment of all deductible and coinsurance participation amounts.

J. When We Do Not Renew

If we decide not to renew this insurance, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

Any State amendatory endorsement changing Nonrenewal Conditions for any part of this policy to which this Coverage Part forms a part, shall also apply to this Coverage Part.

K. Common Policy Conditions

The following additional conditions apply with respect to this Coverage Part:

1. The Common Policy Conditions contained in form **IL 00 17**; and
2. Any applicable State amendments thereto.

SECTION VII - EXTENDED REPORTING PERIODS

A. We will provide Extended Reporting Periods, as described below, if:

1. This insurance is cancelled or not renewed; or
2. We renew or replace this Coverage Part with insurance that:
 - a. Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - b. Does not apply on a claims-made basis.

B. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" as the result of "employment practices" which occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the "policy period". Once in effect, Extended Reporting Periods may not be cancelled.

C. Extended Reporting Periods do not reinstate or increase the Limits of Insurance.

D. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for:

1. Five years with respect to "claims" arising out of "employment practices" which had been properly reported to us during the "policy period" in accordance with provision 1. of paragraph **B. Duties in Event of "Employment Practices" or "Claims"**, under **SECTION VI - CONDITIONS**; and

2. Sixty days with respect to "claims" arising from "employment practices" not previously reported to us.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

- E. A Supplemental Extended Reporting Period of either twelve (12) months duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph **D.2.** above, ends. You must give us a written request for the endorsement within 30 days after the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 1. The exposures insured;
 2. Previous types and amounts of insurance;
 3. Limits of Insurance available under this Coverage Part for future payment of "damages" or "defense expense"; and
 4. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

- F. The Supplemental Extended Reporting Period endorsement we issue shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.

SECTION VIII – DEFINITIONS

- A. "Bodily injury" means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time. "Bodily injury" does not include mental anguish that results from an "employment practice".

- B. "Claim" means written or oral notice presented by:

1. Any "employee", "leased worker", "temporary worker", former "employee" or applicant for employment by you; or
2. The EEOC or any other Federal, state or local administrative or regulatory agency on behalf of such person in item 1. immediately preceding,

alleging that the insured is responsible for "damages" as a result of injury arising out of any "employment practices".

"Claim" includes any civil proceeding in which either "damages" are alleged or fact finding will take place, when either is the [actual or alleged] result of any "employment practice" to which this insurance applies. This includes:

- (1) An arbitration proceeding in which such "damages" are claimed and to which the insured submits with our consent;
- (2) Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or

- (3) Any administrative proceedings established under applicable federal, state or local laws as may be applicable to "employment practices" covered under this insurance.

C. "Coverage territory" means:

1. The United States of America (including its territories and possessions) and Puerto Rico; or
2. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in 1. above, while he or she is away for a short time on your business;

provided that the insured's responsibility to pay "damages" is determined in a suit (or in any other type of civil proceeding as described under the definition of "claim") on the merits in, and under the substantive law of, the United States of America (including its territories and possessions) or Puerto Rico.

D. "Damages" means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing.

"Damages" include:

1. "Pre-judgment interest" awarded against the insured on that part of the judgment we pay,
2. To the extent allowed by law, any portion of a judgment or award that represents a multiple of the compensatory amounts or punitive or exemplary damages, and
3. "Legal fees" unless the "claim" is seeking solely equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money.

"Damages" do not include:

- (1) Civil, criminal, administrative or other fines or penalties;
- (2) Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money;
- (3) "Legal fees" when solely equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money is sought; or
- (4) Judgments or awards because of acts deemed uninsurable by law.

E. "Defense expense" means payments allocated to a specific "claim" for its investigation, settlement, or defense, including:

1. Attorney fees and all other litigation expenses.
2. The cost of bonds to appeal a judgment or award in any "claim" we defend. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the available limits of insurance. We do not have to furnish these bonds.
4. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim", including actual loss of earnings up to \$250 a day because of time off from work.
5. Costs taxed against the insured in the "claim".

"Defense expense" does not include:

- (1) Salaries and expenses of our employees or your "employees", other than:

(a) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the insured; and

(b) The expenses described in 4. above; and

(2) Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of **SECTION III - LIMITS OF INSURANCE**.

F. "Employee" means a person

1. Employed by you for wages or salary, or
2. Who is a current or former member of your board of directors.

But "employee" does not include any independent contractor, any employees of any independent contractor while acting within the scope of their employment, any "leased worker" or any "temporary worker".

G. "Employment practices" means any of the following actual or alleged practices which are directed against any of your "employees", "leased workers", "temporary workers", former "employees" or any applicant for employment by you, and for which remedy is sought under any federal, state or local statutory or common civil employment law:

1. Wrongful refusal to employ a qualified applicant for employment;
2. Wrongful failure to promote, or wrongful deprivation of career opportunity;
3. Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
4. Wrongful termination of employment, including retaliatory or constructive discharge;
5. Employment related misrepresentation;
6. Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable federal, state, or local statute; or
7. Oral or written publication of material that slanders, defames or libels or violates or invades a right of privacy.

H. "Interrelated" means:

1. Having as a common nexus any fact, circumstance, situation, event, transaction or cause; or
2. A series of related facts, circumstances, situations, events, transactions or causes.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Legal fees" means attorneys fees, or expenses that the insured is legally obligated to pay as a result of an adverse judgment. "Legal fees" does not include cost of compliance with any equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money.

- K.** "Policy period" means the period stated in the Declarations of the policy of which this Coverage Part forms a part including an extension after issuance of the policy for an additional period of less than 12 months. However:
1. If this Coverage Part is issued to be effective subsequent to the effective date of such policy, the "policy period" for the Coverage Part will start with the effective date of the Coverage Part; and
 2. If this Coverage Part is cancelled prior to the expiration date of such policy, the "policy period" for this Coverage Part will end with the cancellation date of the Coverage Part.
- L.** "Pre-judgment interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.
- M.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

A. SECTION VI – CONDITIONS is amended as follows:

1. The following is added to condition **H. Transfer of Rights of Recovery Against Others To Us**:

We will be entitled to recovery only after the insured has been fully compensated for loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

2. Paragraph **J.** is replaced by the following:

J. NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Paragraph **K.** is replaced by the following:

K. Common Policy Conditions

The Common Policy Conditions **IL 00 17** forming a part of this policy apply with respect to this Coverage Part as amended below:

- a. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
5. b. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more

than one year

- 5. c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **5.b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- 5.d. The cancellation will be effective even if we have not made or offered a refund.
- 5.e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.

b. The following is added to the **Cancellation** Common Policy Conditions:

7. Cancellation Of Policies In Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or presenting a "claim" under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance; or
 - (4) A material violation of a material provision of the policy.
- b. If we cancel for:
 - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured at least 10 days before the effective date of cancellation.
 - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.

c. The following provision is added:

MULTIYEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

B. Paragraph E. of **SECTION VII – EXTENDED REPORTING PERIODS** is replaced by the following:

- E. A Supplemental Extended Reporting Period of twelve (12) months will be offered, but it will be effected only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period set forth in paragraph D.2. of **SECTION VII – EXTENDED REPORTING PERIODS** ends. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

1. The exposures insured;
2. Previous types and amounts of insurance;
3. Limits of Insurance available under this Coverage Part for future payment of “damages” or “defense expense”; and
4. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

If the Supplemental Extended Reporting Period is in effect, we will provide a Supplemental Aggregate Limit, but only for “claims” first made and reported during the Supplemental Extended Reporting Period. The Supplemental Aggregate Limit will be equal to the dollar amount shown in the Declarations for this Coverage Part as Aggregate Limit, in effect at the end of the “policy period”.

Forming a part of

Policy Number:		Effective Date:	
Named Insured:		Agent:	
		Agent Code:	Agent Phone:

**COMMERCIAL PROTECTOR SUPPLEMENTAL DECLARATIONS
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**

THIS INSURANCE PROVIDES CLAIMS MADE AND REPORTED COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE. READ YOUR COVERAGE FORM CAREFULLY.

LIMITS OF INSURANCE

Aggregate Limit \$ 999,999

Each "Claim" Limit \$ 999,999

DEDUCTIBLE

<u>Amount</u>	<u>Basis of Deductible</u>
\$ \$9,999	Each "Claim"

RETROACTIVE DATE

Retroactive Date: XX/XX/XXXX

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

Form Number	Description
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Forming a part of

Policy Number:		Effective Date:
Named Insured:	Agent:	
	Agent Code:	Agent Phone:

**COMMERCIAL PROTECTOR SUPPLEMENTAL DECLARATIONS
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**

<i>SERFF Tracking Number:</i>	<i>LBRM-125962758</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>America First Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-03320</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>BOP EPL 04-01-2009nb 06-01-2009rb</i>		
<i>Project Name/Number:</i>	<i>BOP EPL 04-01-2009nb 06-01-2009rb/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125962758 State: Arkansas
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-03320
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: BOP EPL 04-01-2009nb 06-01-2009rb
Project Name/Number: BOP EPL 04-01-2009nb 06-01-2009rb/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty
Review Status: Approved 12/30/2008
Comments:
Attachments:
AR F 777.pdf
AR F 778.pdf

Satisfied -Name: Cover Letter and Memo
Review Status: Approved 12/30/2008
Comments:
Attachments:
2008-03320.pdf
Explanatory Form Memo.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
Liberty Mutual Agency Markets	111

4. Company Name(s)	Domicile	NAIC #	FEIN #
Peerless Insurance Company	NH	111-24198	02-0177030
The Netherlands Insurance Company	NH	111-24171	02-0342937
America First Insurance Company	NH	111-12696	58-0953149
Peerless Indemnity Insurance Company	IL	111-18333	13-2919779

5. Company Tracking Number	2008-03320
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Scott Edwards 62 Maple Ave Keene NH 03431	State Filings Analyst	800-826-6189 EXT 49640	603-352-9252	Scottm.edwards@li bertymutual.com

7. Signature of authorized filer	<i>Scott Edwards</i>
8. Please print name of authorized filer	Scott Edwards

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	COMMERCIAL PROTECTOR® Program
10. Sub-Type of Insurance (Sub-TOI)	COMMERCIAL PROTECTOR® Program
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	COMMERCIAL PROTECTOR® Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: 4/1/09 Renewal: 6/1/09
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	

18. Company's Date of Filing	12/23/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2008-03320
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Effective April 1, 2009 for new business and June 1, 2009 for renewal business we wish to file our independent Employment Practices Liability Coverage Form and endorsements to be used with our COMMERCIAL PROTECTOR Program. Please refer to the enclosed Explanatory Memorandum for further explanation of this form and the corresponding state endorsements.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2008-03320		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		n/a		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS	17-169 (12/97)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT (WITH SUPPLEMENTAL AGGREGATE LIMIT)	17-324 (12/00)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	ARKANSAS CHANGES - LOSS INFORMATION	17-342 (03/03)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	17-357 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	17-360 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	17-363AR (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM	17-404 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	ARKANSAS CHANGES	17-470 (05/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	COMMERCIAL PROTECTOR SUPPLEMENTAL DECLARATIONS	44-210 (01/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



62 Maple Avenue
Keene, NH 03431
603-352-3221

December 22, 2008

Hon. Julie Benafield Bowman
Commissioner Of Insurance
Arkansas Insurance Department
1200 West Third St
Little Rock, AR 72201-1904

Attn: Mr. Bill Lacy, Director
Property and Casualty Division

Re: COMMERCIAL PROTECTOR® Program
Form Filing
PEERLESS INSURANCE COMPANY
NAIC #: 111-24198
THE NETHERLANDS INSURANCE COMPANY
NAIC #: 111-24171
AMERICA FIRST INSURANCE COMPANY
NAIC #: 111-12696
PEERLESS INDEMNITY INSURANCE COMPANY
NAIC #: 111-18333
Company Filing #: 2008-03320

Dear Mr. Lacy:

Effective April 1, 2009 for new business and June 1, 2009 for renewal business we wish to file our independent Employment Practices Liability Coverage Form and endorsements to be used with our COMMERCIAL PROTECTOR Program. Please refer to the enclosed Explanatory Memorandum for further explanation of this form and the corresponding state endorsements.

Also enclosed please find a copy of the form and endorsements we are submitting, and the required filing forms. Our \$50 filing fee will be sent via EFT.

Questions regarding the enclosed filing should be directed to me at 603-354-9640 or 800-826-6189 ext. 49640.

Sincerely,

Scott M. Edwards
Analyst, Regulatory Filing, AM
e-mail: scottm.edwards@LibertyMutual.com
Fax: (603)- 352-9252

AR BOP- EPL EXPLANATORY MEMORANDUM

Form N/R/W	Form #/ Ed Date	Form Title	Replaced Form #/ Ed Date	Explanation of Use (<u>not intended for filing purposes</u>)
N	17-169 12 97	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONICS PROBLEMS		This form is attached to 17-404 and excludes coverage for losses that are related to year 2000 computer related and other electronic problems.
New for BOP, but currently in use with EPL monoline product written via our GL program.	17-324 12 00	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT (WITH SUPPLEMENTAL AGGREGATE LIMIT)		This endorsement will provide the coverage terms and conditions when the insured elects to purchase the Supplemental Extended Reporting Period (SERP) and when a state requires that the aggregate limit of insurance be reinstated. The SERP will be available for the insured to purchase when the policy has been cancelled or non renewed or if the retroactive date has been advanced.
New for BOP, but currently in use with EPL monoline product written via our GL program.	17-342 (03/03)	ARKANSAS CHANGES – LOSS INFORMATION		This form will bring our main coverage form (17-404) into compliance with requirements in AR.
N	17-357 01 08	Cap on Losses from Certified Acts of Terrorism		This form clarifies that our main coverage form (17-404) caps losses from Certified Acts of Terrorism as set forth under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act.)
N	17-360 01 08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM		
N	17-363AR 01 08	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	17-363 04 06	Conditional if State = AR and coverage code = 255 unless TRIA is rejected.
N	17-404 01 07	EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM		This is the main coverage form.
N	17-470 05 08	Arkansas Changes		This form will amend the EPL coverage part (17-404) so that it is in compliance with statutory requirements in AR.
N	44-210 01 06	Commercial Protector Supplemental Declarations Employment Practices Liability Coverage Part		This form is to be used to display the limits, deductibles, retroactive date, applicable forms, etc for the EPL Coverage Part.